

## GENERAL RELEASE AND INDEMNITY AGREEMENT

KNOW ALL MEN BY THESE PRESENTS that I, VICTOR CHANNING (hereinafter referred to as "RELEASOR"), hereby release ORANGE COUNTY, a political subdivision of the State of North Carolina, SEDGWICK CLAIMS MANAGEMENT SERVICES, INC., a North Carolina Corporation, and WOMBLE BOND DICKINSON (US) LLP, a Limited Liability Partnership, and each and all of their respective officers, elected officials, deputies, employees, attorneys, predecessors, successors, assigns, and/or their heirs, executors, agents, and administrators, and their respective insurers, risk managers, insurance pools, and/or sureties (hereafter jointly and separately referred to as the "RELEASED PARTIES"), this 14<sup>th</sup> day of March 2018, as is more particularly described herein.

In consideration of the compromise of disputed claims and the payment of FIVE THOUSAND DOLLARS AND ZERO CENTS (\$5,000.00) on behalf of the RELEASED PARTIES, the receipt of which RELEASOR hereby acknowledges, RELEASOR does voluntarily and knowingly execute this General Release and Indemnity Agreement with the express intention of effecting the extinguishment of all obligations herein designated.

1. RELEASOR does for himself and his heirs and assigns, and personal representatives, hereby **RELEASE, ACQUIT, AND FOREVER DISCHARGE THE RELEASED PARTIES from the following:**

(a) Any and all claims, actions or causes of action, demands, damages (both actual and punitive), costs, rents, leases, goods, services, medical or health costs, backpay, front pay, judgments, expenses, liabilities, attorneys' fees and legal costs, injunctive or declaratory relief, whether known or unknown, whether in law or in equity, claims to recover damages or compensation for any reason or under any theory, including but not limited to: personal injuries; medical expenses; lost wages; pain and suffering; mental or emotional distress; expenses for care, treatment, and hospitalization; punitive damages; compensatory damages; actual damages; or loss of earning capacity, and from whatsoever cause arising from whatsoever act or omission, which he now has, or might otherwise have, against the RELEASED PARTIES released herein, including claims for violation of local, state, or federal law, state and/or federal constitutional rights, and any and all other claims which were or could have been raised in relation to the RELEASOR's Housing Discrimination Complaint [REDACTED]

[REDACTED]  
any of the RELEASED PARTIES and further releases them from any and all claims, occurring and/or arising from the beginning of time and before and up to the signing of this General Release and Indemnity Agreement, all to the end that all claims or matters that are, or might be or have been, in controversy between RELEASOR and those persons and entities released herein are forever put at rest, it being RELEASOR'S clear intention to forever discharge and release all their past, present, and future claims against those persons and entities herein released for all consequences resulting or potentially to result from the aforementioned events.

2. IT IS UNDERSTOOD AND AGREED that the payment of the above stated consideration is not to be construed as an admission of liability on the part of the RELEASED PARTIES, or any of them, but that the RELEASED PARTIES contend that the payment of such consideration is made only in settlement of doubtful claims, liability on the part of the RELEASED

PARTIES being expressly denied. In particular, the RELEASED PARTIES deny each and every claim or allegation by RELEASOR regarding the RELEASOR's Housing Discrimination Complaint [REDACTED] with the Orange County Human Relations Commission in January 2016, its investigation and determination and further believe that in all respects and at all times the RELEASED PARTIES, and each of them, acted properly, lawfully, and in good faith, and that the conduct of the RELEASED PARTIES was reasonable, lawful, and justified. The RELEASOR agrees to keep the existence of this General Release and Indemnity Agreement and its terms confidential except to the extent required by the courts or applicable law or regulation, subject to the provisions of N.C. Gen. Stat. § 132-1.3. The RELEASOR further agrees not to make any statements, written or verbal, or cause or encourage others to make any statements, written or verbal, that defame, disparage, or in any way criticize the personal or professional reputation, practices, or conduct of the RELEASED PARTIES. The RELEASOR acknowledges and agrees that this prohibition extends to statements, written or verbal, made to anyone, including but not limited to, the news media.

3. IT IS UNDERSTOOD AND AGREED that RELEASOR shall defend, protect, indemnify, and hold harmless the RELEASED PARTIES, and their respective related and affiliated insurance companies and/or sureties, and their respective agents, servants, heirs, executors, administrators, personal representatives, successors, and assigns, against any claim, action, suit or demand which may have been or may hereafter be brought or instituted for RELEASOR or in his behalf against the RELEASED PARTIES, by any other person or entities because of or in any manner arising from or connected with or which in the future might arise from or by reason of the incidents hereinbefore described.

4. IT IS UNDERSTOOD AND AGREED that RELEASOR specifically represents and warrants that neither he nor any person acting for him or on his behalf, has sold, assigned, conveyed, or transferred in any manner, including by way of subrogation or operation of law, any portion of any claim, right, action, or cause of action that he has or may have against the RELEASED PARTIES.

5. IT IS UNDERSTOOD AND AGREED that as further consideration for the payment described herein, RELEASOR represents he will satisfy any and all debts, subrogation claims or liens of any kind or nature that may exist against these funds or against RELEASOR, and, to the extent such claims or liens exist, RELEASOR agrees to distribute these funds in accordance with such claims and liens and further agrees to defend, indemnify and hold harmless the RELEASED PARTIES, and each of them, for any claims or liens on these funds, for all losses, damages, expenses and costs, including, but not limited to, inspection costs, court costs, investigation expenses and attorneys' fees which are incurred in connection with any such valid lien or valid claim relating to injuries or damages received by RELEASOR, or any claim that was or could have been asserted in any action based on the RELEASOR's Housing Discrimination Complaint [REDACTED]

6. IT IS UNDERSTOOD AND AGREED that RELEASOR warrants and represents to the RELEASED PARTIES and their insurers and/or sureties, that there are no medical or hospital bills, liens, or liens, bill, or expenses of any other kind or amount for which the RELEASED PARTIES or their insurers and/or sureties may be held liable under any law or statute of any state or the United States of America or any agency or authority thereof, or any insurer or other entity providing benefits to RELEASOR. RELEASOR further warrants and represents to the RELEASED PARTIES and their insurers and/or sureties that there are no assignments, liens or claims of any other

type whatsoever against the proceeds of this settlement, including but not limited to, claims of government agencies, employers, or insurance companies, for payment or reimbursement for payment of rents, leases, goods, or services furnished to RELEASOR by reason of or arising out of the RELEASOR's Housing Discrimination Complaint [REDACTED]

[REDACTED]. In the event the RELEASED PARTIES, or any of them, or their insurers and/or sureties are required to pay any such expenses to any person, firm, corporation, authority, governmental agency or other entity on account of any such services or other services rendered to RELEASOR, RELEASOR will hold harmless, defend and indemnify the RELEASED PARTIES and their insurers and/or sureties for all such claims.

7. IT IS UNDERSTOOD AND AGREED that RELEASOR has had the opportunity to consult with independent legal counsel regarding this settlement and is not relying on any representation of any other party, or their counsel, regarding the legal effect or consequence of the execution and performance of this General Release and Indemnification Agreement. RELEASOR hereby warrants that no representations about the nature or the extent of any claims, demands, damages, or rights that he has, or may have, against those persons or entities released herein have been made to him or to anyone acting on his behalf to induce him to execute this General Release and Indemnity Agreement, and he relies on no such representations; that he has fully read and understood this General Release and Indemnification Agreement before signing his name; and that he acts voluntarily and with the opportunity to have obtained the full advice of counsel.

8. IT IS UNDERSTOOD AND AGREED that this General Release and Indemnification Agreement shall be interpreted using North Carolina law and any disputes that may arise regarding the interpretation or enforcement of same shall be brought in the General Court of Justice seated in Orange County, North Carolina. The General Release and Indemnification Agreement shall not be construed against any Party more strongly than it is construed against any other party.

9. IT IS UNDERSTOOD AND AGREED that in the event RELEASOR breaches any of his obligations set forth in this General Release and Indemnification Agreement the RELEASED PARTIES shall be entitled to recapture any amount paid to RELEASOR pursuant to the terms of this General Release and Indemnification Agreement by any means the RELEASED PARTIES and any one of them have at their disposal. After the date hereof, if any provision of this General Release and Indemnification Agreement is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this General Release and Indemnification Agreement, such provisions shall be fully severable. In lieu thereof, there shall be added a provision as similar in terms to such illegal, invalid, or unenforceable provision as may be possible and be legal, valid, and enforceable.

**SIGNATURE PAGE TO FOLLOW**

IN WITNESS WHEREOF, I, the RELEASOR, have hereunto my hand and seal this the 14<sup>th</sup> day of March, 2018.

**CAUTION -- READ BEFORE SIGNING**

Victor Channing  
Victor Channing (RELEASOR)

SWORN TO and subscribed before me, this the 14<sup>th</sup> day of March, 2018.

Mary C Ferniany  
Notary Public

My Commission Expires: April 4, 2020

